

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-308

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

OFFICE PAPER, NEWSPAPER AND CARDBOARD RECYCLING SERVICES FROM CITY AND COUNTY FACILITIES

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, December 17, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Company Name _____

**PROPOSAL
SPECIFICATION NO. 03-308
BID OPENING TIME: 12:00 Noon
DATE: December 17, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to provide to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below. In addition to this sheet, bidders should attach a recycling services plan and description of any Notice of Violation received identified in the specifications.

**OFFICE PAPER, NEWSPAPER AND CARDBOARD
RECYCLING SERVICES FROM CITY AND COUNTY FACILITIES**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Price for providing collection and transportation services from Government buildings for the following materials:				
A	Office paper	744	stops	\$_____	\$_____
B	Newspaper	516	stops	_____	_____
C	Magazines	384	stops	_____	_____
D	Cardboard	876	stops	_____	_____
E	Books	156	stops	_____	_____
2.	Price for providing cardboard recycling container at household hazardous waste collections.	9	event	_____	_____
3.	Price for providing steel paint can recycling container at household hazardous waste collections.	9	event	_____	_____
4.	Price for providing plastic bottle recycling containers and servicing containers during community festival/event	1	event	_____	_____
5.	Price for providing cardboard recycling containers and servicing containers during community festival/event	1	event	_____	_____
6.	Price for providing document destruction services	12,000	pounds	_____	_____
TOTAL COLLECTION BASE BID AMOUNT		(Sum of Items 1-6).		\$_____	_____

_____ Dollars

(Write out in words the total amount of collection base bid)

Company Name _____

<u>ITEM</u>	<u>RECYCLED MATERIAL</u>	<u>ESTIMATED QUANTITY</u>	<u>INDEX PRICE PER TON</u>	<u>PROCESSING FEE PER TON</u>	<u>NET REV/ TON</u>
7.	Net revenue paid for recyclables in _____ index:_____				
a.	Newspaper	18 TONS	_____	_____	_____
b.	Magazines	7 TONS	_____	_____	_____
c.	Office Paper	205 TONS	_____	_____	_____
d.	Cardboard	27 TONS	_____	_____	_____
e.	Plastic bottles	2 TONS	_____	_____	_____
f.	Shredded documents	6 TONS	_____	_____	_____
TOTAL REVENUE SHARING BASE BID AMOUNT (Sum of Items 6.a. - 6.f.)					\$ _____

_____ Dollars
(Write out in words the total amount of revenue sharing base bid)

TOTAL NET BASE BID AMOUNT
(COLLECTION COSTS LESS REVENUE SHARING) \$ _____

_____ Dollars
(Write out in words the total amount of net base bid)

Minimum Guidelines for Servicing "As Needed" Facilities:

Quality Standards and Load Rejection Policies for Recyclables:

Identify any Employee Training Services on Recyclable Separation:

Location of Processing Facility:

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-308**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(PRINT NAME)

CITY, STATE ZIP CODE

(TITLE)

TELEPHONE NO. FAX NO.

(DATE)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

SPECIFICATIONS FOR OFFICE PAPER, NEWSPAPER AND CARDBOARD RECYCLING SERVICES FROM CITY AND COUNTY FACILITIES

1. GENERAL

- 1.1 City of Lincoln, Lancaster County and the Lincoln-Lancaster County Building Commission would like to maintain its coordinated recycling program that maximizes the amount of material recycled within all of the facilities at the least cost. In Fiscal Year 02-03 roughly 549,000 pounds of recyclables were collected from these facilities.
 - 1.1.1 Since different governmental agencies manage the facilities listed in Attachment A, separate contracts will be developed with the Building Commission, County Government and City Government.
 - 1.1.2 The Building Commission facilities generate roughly 329,000 pounds of office paper, magazines, newspaper and cardboard per year.
 - 1.1.3 The City facilities and the County facilities generate roughly 110,000 pounds each of office paper, magazines, newspaper and cardboard per year.
 - 1.1.4 Any reference in these specifications to City of Lincoln or "City" will apply equally to Lancaster County and the Lincoln-Lancaster County Building Commission, unless the context clearly requires otherwise.
- 1.2 Within City and County offices a variety of approaches are being used to recycle office paper, computer paper, books, newspaper, magazines, and cardboard.
 - 1.2.1 A listing of City and County facilities, the materials recycled in each facility, the equipment used to store recyclables and the amount of material collected for the last fiscal year appears in Attachment A.
 - 1.2.2 Additional facilities and/or materials may be added during the term of the contract or offices may be remodeled or moved.
 - 1.2.3 Some facilities collect mixed office paper, newspaper and magazines while others collect office paper only.
 - 1.2.4 Office size, storage capacity and housekeeping standards vary among the facilities.
 - 1.2.5 Implementation of recycling programs in each facility will be contingent on facility management support, storage space and securing the necessary equipment and/or containers to collect the recyclables.
 - 1.2.6 Bidders may submit alternate bids for alternate approaches to store and collect recyclable materials.
 - 1.2.6.1 Alternate bids must include the materials to be collected; the containers or equipment used to store paper products and the collection frequency for the material.
- 1.3 Facility visits and on-site discussions with facility supervisors are available to bidders upon request.
- 1.4 The bidder shall provide both collection and processing services.
 - 1.4.1 Collection and/or processing may be subcontracted with another firm.
 - 1.4.2 The Contractor shall acquire approval from the City prior to securing any subcontractor for collection or processing services.
- 1.5 For smaller facilities that have an "as-needed" collection schedule, the bidder shall provide minimum guidelines in order to service the facility.
 - 1.5.1 Minimum quantities of material for servicing "as-needed" facilities should be identified.
 - 1.5.2 The bidder shall specify how long it will take to collect materials after a request for service has been made. (i.e. within 24 hours)
- 1.6 The bidder shall also provide recycling collection services for the following materials and/or events.
 - 1.6.1 Collection of corrugated boxes and empty steel paint cans from household hazardous waste collections
 - 1.6.2 There are 6 to 8, one day, household hazardous waste collections held each year in Lincoln and Lancaster County from April through November.
 - 1.6.2.2 Household Hazardous Waste Collection days are held on Saturdays.

- 1.6.2.3 A collection container or equipment for corrugated cardboard boxes will need to be provided and emptied at the end of the day for each collection.
 - 1.6.2.4 An estimated average of 4 cubic yards of flattened cardboard is collected per collection.
 - 1.6.3 The collection events allow the public to deposit surplus paint.
 - 1.6.3.1 In the event the paint is bulked there will be a need to recycle the empty paint cans.
 - 1.6.3.2 It is estimated that approximately 5 cubic yards of empty paint cans is anticipated each time the paint is bulked.
 - 1.6.3.3 These steel paint cans would need to be collected at the end of the collection.
 - 1.6.4 City sponsored festivals and events such as the Fourth of July celebration shall provide recycling services for plastic bottles and cardboard boxes.
 - 1.6.4.1 Recycling services for the fourth of July celebration, which will be held at Oak Lake Park or Holmes Lake Park during the term of the agreement, shall include:
 - 1.6.4.1.1 Providing a minimum of 30 city-approved collection plastic bottle recycling containers throughout festival grounds and parking lots.
 - 1.6.4.1.2 Providing at least two cardboard recycling container in food vendor area on event grounds.
 - 1.6.4.1.3 Providing signage for containers to encourage separation of materials;
 - 1.6.4.1.4 Servicing collection containers during the festival to ensure that no materials are placed outside the containers
 - 1.6.4.1.5 Collecting containers and recyclables at the end of the event.
 - 1.6.4.1.6 Coordination with event planning staff on placement of containers and frequency of pick up.
 - 1.6.5 Additional festival or events may be added for recycling collection services through mutual agreement between the City and the Contractor.
 - 1.6.6 In the event, facilities wish to recycle other recyclables such as steel or aluminum cans and plastic bottles a negotiated price for collection and processing services shall be mutually agreed upon between the City and the Contractor.
- 1.7 The bidder shall also provide a bid on document shredding services that can be provided to City and County agencies.
 - 1.7.1 This shall include cost of shredding service as well as any share of revenue from the sale of the shredded paper.
 - 1.7.1.1 The bidder shall provide a summary of their document shredding services.
- 1.8 The bidder shall outline quality standards for the recyclable material collected and outline load rejection policies and procedures.
- 1.9 The bidder shall outline any employee training services that will be provided to facility employees regarding proper separation of materials.
- 1.10 The bidder shall identify the location of the processing facility recyclables will be taken to for sorting and shipment to end-users.
 - 1.10.1 The City reserves the right to inspect the processing facility during the term of the contract.
- 1.11 The bidder shall identify the per service trip charges, if any, for collecting each type of recyclable material from facilities and special events.
- 1.12 The bidder shall explain any revenue sharing proposal related to the processing of the recyclable material.
 - 1.12.1 Revenue sharing shall be on a per pound basis.
 - 1.12.2 This shall include whether it is tied to a nationally recognized index or based on actual revenues received for the material.
 - 1.12.2.1 If the revenue is tied to national index, documentation of this index price should accompany each monthly statement.
 - 1.12.2.2 If the sharing of revenue is based on actual revenues received, the City reserves the right to inspect the contractor's financial records to verify payment.
 - 1.12.3 Tracking and payment for recyclables from each facility or special event must be outlined by the bidder.

2. AGREEMENT AND INSURANCE

- 2.1 The Contractor shall not commence work under this agreement until they have obtained all insurance required by the attached "Insurance Clause to be used for all City Contracts," and the City Attorney has approved such insurance.
- 2.2 The contractor shall have the ability to commence work no later than thirty (30) days following the Notice to Proceed.

3. COMPLIANCE WITH REGULATIONS

- 3.1 The Contractor or their designated subcontractor shall collect, transport, store and process recyclables in compliance with all local, state and federal regulations.

4. AWARD OF CONTRACT

- 4.1 Bids will be evaluated on the basis of collection charges, revenue sharing and other pertinent information such as past performance, qualifications and experience.
- 4.2 The City reserves the right to award the contract to the firm submitting the most responsive proposal which maximizes the amount of material recycled and not necessarily at the lowest cost.
- 4.3 The City reserves the right to divide the contract for special event or special recycling services from office paper and cardboard recycling from government offices.
- 4.4 A sample of the contract appears in Attachment B.

ATTACHMENT A

SUMMARY OF RECYCLING ACTIVITIES BY FACILITY AND MANAGEMENT AGENCY

<u>FACILITY</u>	<u>MATERIAL RECYCLED/EQUIPMENT</u>	<u>COLLECTION FREQUENCY</u>	<u>EST. ANNUAL AMT. RECYCLED</u>
<u>Lincoln-Lancaster County Building Commission</u>			
County/City Bldg. 555 So 10th St	Office Paper-One, 2 yd Ctn	3 times/week	221,000
	Magazines- One, 95 gallon totes	2 times/week	4,900
	Newspaper- Two, 95 gallon totes	2 times/week	11,600
	Flatten Cardboard- Three, 2 yd Ctns	3 times/week	28,000
Hall of Justice 575 South 10 th St	Office Paper-One, 2 yd Ctn	3 times/week	*
	Magazines- One, 95 gallon totes	2 times/week	*
	Newspaper-One, 95 gallon totes	2 times/week	*
	Flatten Cardboard- One, 2 yd Ctn	3 times/week	*
County Corrections 605 South 10 th St	Flatten Cardboard- Two, 2 yd Ctn	3 times/week	*
Old City Hall 920 "O" St	Office Paper - One 90 gallon tote	2 time/month	1,900
	Newspaper/ Magazines- One 90 gallon tote	1 time/month	500
Data Processing Bldg. 233 So. 10th St	Office Paper-Six, 90 gallon totes	1 time/week	8,050
	Flattened Cardboard- Four 30 gal barrels	1 time/week	400
Health Dept. Bldg. 3140 N Street	Office Paper, Newspaper, Magazines		
	-One, 2 yd Ctn	1 time/week	20,800
	Cardboard - One, 2 yd Ctn	2 times/month	1200
	Document Destruction	1 time/year	300
Trabert Hall 2202 So. 11 th	Office Paper – One, 2yd ctn	1 time/week	7,000
	Cardboard – 4 90 gallon totes	1 time/week	3,000
	Newspaper – One 90 gallon tote	1 time/week	150
K Street Complex 440 S. 8 th St.			
<u>City of Lincoln:</u>			
Theresa Street Wastewater Treatment Bldg. 2400 Theresa St.	Office Paper, Magazines, Newspaper		
	-Two, 2 yd Ctn	1 time/month	7,200
	Cardboard-Two, 2 yd Ctn	2 times/month	1,800
Lincoln Water System 2021 No. 27th St.	Office Paper, Newspaper- Three 90 gal totes	1 time/month	5,800
	Cardboard, One 3yd Ctn	1 time/month	5,200

*Quantities of material recycled are included in the County/ City Building figures

<u>FACILITY</u>	<u>MATERIAL RECYCLED/EQUIPMENT</u>	<u>COLLECTION FREQUENCY</u>	<u>EST. ANNUAL AMT. RECYCLED</u>
Maintenance 901 No. 6th St.	Office Paper –One, 2 yd Ctn Magazines, Newspapers –3, 40 gal barrels Cardboard – One 2yd Ctn	1 time/month 1 time/month 2 times/month	5,800 1,200 1,200
Engineering Services 531 Westgate Blvd.	Office Paper, Newspaper, Magazines – One 2 yd Ctn	1 time/month	4,900
Parks Department 28th & A St.	Office Paper – One, 90 gallon tote	as needed	1,400
Fire Department 1801 Q Street	Office Paper –One 40 gallon Barrel	as needed	300
Downtown Senior Center 1005 O Street	Office Paper - Two 90 gallon totes Cardboard – One 2yd Ctn	3 times/month 1.5 times/week	4,800 1,200
Lincoln Libraries Bennet Martin 14th & N Street	Office Paper- One 90 gallon tote Magazines- One 90 gallon tote Cardboard – One 2 yd Ctn Newspaper- One 90 gallon tote Books-Boxes	1 time/week 1 time/week 2 time/week 2.5 times/ week 3 times/week	9,300 3,900 2,400 10,000 23,000
Gere Library 2400 S. 56th St.	Magazines- One 90 gallon tote Newspaper- One 90 gallon tote Books – boxes	1 time/month 1 time/month 1 time/month	800 1,200 1,500
Anderson Library 3635 Touzalin	Magazines- One 90 gallon tote Newspaper- One 90 gallon tote	1 time/month As Needed	900 800
Eisley Library 1530 Superior St	Office Paper- One 90 gallon tote Magazines - One 90 gallon tote Newspaper - One 40 gallon barrel Cardboard – One Three yd Ctn	1 time/month 1 time/month 3 times/month 2 times/month	400 1,300 3,000 1,000
Walt Library 6701 South 14 th St	Magazines - One 90 gallon tote Newspaper - One 90 gallon tote	As Needed As Needed	150 150
Lincoln Area Agency on Aging 10 th & O Street	Office Paper – One 90 gallon tote	As Needed	500
Star Tran 710 J Street	Office Paper- Two 90 gallon totes	3 times/month	3,000
<u>Lancaster County:</u>			
Motor Vehicle Dept 625 So 46th St.	Office Paper – One, 90 gallon tote Cardboard – One, 90 gallon tote Document Destruction	As Needed As Needed As Needed	500 900 150
Community Mental Health Center 2200 St. Marys Ave	Office Paper – Three 90 gallon totes Newspaper – One 90 gallon tote Document Destruction	1 time / month As Needed As Needed	3,500 650 500

<u>FACILITY</u>	<u>MATERIAL RECYCLED/EQUIPMENT</u>	<u>COLLECTION FREQUENCY</u>	<u>EST. ANNUAL AMT. RECYCLED</u>
Cooperative Extension* 444 Cherrycreek Rd	Office Paper- One, 90 gallon tote Newspaper	1 time/week As Needed	8,500 400
County Engineer 444 Cherrycreek Rd	Office Paper – One 90 gallon tote	2 times/month	11,600
Driver's Testing Center 500 West O Street	Office Paper – One 90 gallon tote	As Needed	1,000
Election Commission 601 North 46th St	Office Paper – One 90 gallon tote	2 times/month	2,400
Lancaster Manor 1001 South Street	Office Paper – One 90 gallon tote Newspaper – One 90 gallon tote Document Destruction	As Needed As Needed As Needed	2,800 1,800 1,100
Attention Center 1200 Radcliff St	Office Paper –One 90 gallon tote Cardboard - One 2 yd Ctn	1 time/week 1.5 times/week	4,000 1,100
Records Management K Street Complex 440 S. 8 th Street	Office Paper – Palletized boxes Cardboard – Loose Document Destruction	As Needed As Needed As Needed	55,000 1,000 10,000

**ATTACHMENT B
CONTRACT AGREEMENT FOR
GOVERNMENT BUILDING AND SPECIAL EVENT RECYCLING SERVICES**

THIS CONTRACT entered into this _____ Day of _____, 2004, by and between _____, hereinafter referred to as the "Contractor", and the City of Lincoln, hereinafter referred to as the "City".

(PLEASE NOTE: ANY REFERENCE TO THE CITY OF LINCOLN SHALL APPLY EQUALLY TO LANCASTER COUNTY AND THE LINCOLN-LANCASTER COUNTY BUILDING COMMISSION)

WITNESSETH:

WHEREAS, the City is responsible for recycling collection services in buildings that it manages:

WHEREAS, the Contractor has submitted a bid for recycling collection services which has been awarded by the City;

NOW THEREFORE, the City and Contractor do hereby agree to the terms, conditions and covenants set forth below:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during the term of the this Contract Agreement for the following contract prices.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
a.	Price for providing collection and transportation services from Government buildings for the following materials:		
i.	Office paper	stop	_____
ii.	Newspaper	stop	_____
iii.	Magazines	stop	_____
iv.	Cardboard	stop	_____
v.	Books	stop	_____
b.	Price for providing cardboard recycling container at household hazardous waste collections.		
		event	_____
c.	Price for providing paint can recycling container at household hazardous waste collections.		
		event	_____
d.	Price for providing plastic bottle recycling containers and servicing containers during community festivals/events		
		event	_____
e.	Price for providing cardboard recycling containers and servicing containers during community festivals/events		
		event	_____
f.	Document Destruction Services	pound	_____

2. The Contractor shall share the revenue from the sale of recyclable materials based on the formula outlined below. The net payment of the City shall be based on the first issue of each month of the _____ Publication. Prices paid by recyclers in the Chicago or Midwest region shall be used to determine the payment to the City. The mill per ton buying price for Chicago minus the processing fee for the Contractor shall equal the payment paid to the City (i.e.#6 newspapers high side index price for the Chicago(Midwest) area = \$45 per ton; Contractor processing fee = \$25 per ton; the net payment to the City = \$20 per ton) In the event the formula results in a negative amount for a particular commodity, the City shall (pay a processing fee of _____ or "shall receive no revenue and shall not be charged a processing free by the Contractor")

<u>RECYCLED MATERIAL</u>	<u>INDEX PRICE</u>	<u>PROCESSING FEE</u>
Newspaper	_____	_____
Magazines	_____	_____
Office Paper	_____	_____
Cardboard	_____	_____
Plastic bottles	_____	_____
Steel Paint cans	_____	_____
Shredded Documents	_____	_____

3. This specification is for a multi-year contract to be approved after public hearing before the respective governing bodies. The term of this contract shall start January 1, 2004 and last until December 31, 2008. The City may renew the contract thereafter on an annual basis at the same contract prices for up to an additional four one-year periods.

4. The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year. The City will give the Contractor fifteen calendar day's written notice of termination for lack of appropriated funds.

5. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.

6. The Contractor and its agents agree to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.

7. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.

8. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts, which is hereby made a part of this Contract.

9. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.

10. _____ or his/her designated representative, is the Contractor's agent responsible for the coordination of the agreement.

WORK REQUIREMENTS

11. The contractor shall provide a sufficient number of recycling containers for office paper, computer paper, magazine, newspaper, cardboard and book recycling as well as document destruction services in various facilities managed by the City. A listing of facilities, type of recyclable material collected, collection containers and frequency of collection are listed in Exhibit "1".
 - 11.1 During the term of the agreement the collection of recyclables from City facilities may be expanded to include additional locations or other materials through mutual agreement of both parties.
12. The Contractor will inform the City of any deficiencies in the separation of recyclables in particular buildings and offer assistance in resolving the problem.
13. The Contractor agrees to collect office paper from the various City facilities according to the schedule outlined in Exhibit "1".
14. The Contractor shall process newspaper, cardboard, and office paper within one week of collection.
15. The Contractor shall process plastic bottles within two weeks of collection.
16. On all "as needed" collection locations, the Contractor agrees to collect the office paper within _____ hours of receiving notification. All "as-needed" locations shall have a minimum of _____ full recycling containers of office paper.
17. The Contractor shall provide cardboard and steel paint can recycling services for the City sponsored household hazardous waste collection events held from April through November of each year.
18. The contractor shall provide cardboard and plastic bottle recycling services at the 4th of July celebration each year.
19. Additional events or festivals may be added through mutual agreement of the parties.

BASIS FOR PAYMENT

20. Payment shall be based on a per stop or per event basis. Document shredding services shall be based on a per pound basis. There shall be a separate fee for collection and transportation of recyclables and another for the process and marketing of recyclables.
21. Revenue from marketing recyclables shall be shared with the City.
22. The Contractor shall submit a monthly statement no later than the last business day of each month to the City which states the estimated amount of recyclables collected from each facility and the payment due the City for the previous month.

TERMINATION

23. The City reserves the right to inspect the Contractor's processing operation and may terminate this agreement for improper storage or handling of recyclables.
24. The City may terminate this agreement in the event that the Contractor does not comply with local, state and federal regulations regarding the collection, storage or processing of recyclables.
25. This agreement may be cancelled by either party hereto at any time during the term of the agreement upon sixty (60) days written notice.
26. The Contractor agrees to comply with all local, state and federal requirements for the collection and processing of recyclables.

27. Any amendments to this contract must be made in writing and acceptable to both parties.
28. This agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.
29. This agreement may not be assigned this agreement to another party without prior written approval by the City.
30. The laws of the State of Nebraska shall govern this agreement and all amendments.

Contractor

City of Lincoln

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.